

## FINANCE AGREEMENT & NEW BUSINESS SET UP RELATED FIELDS

### CREDITCARE® SYSTEMS FINANCE AGREEMENT

SS# (Account #):	Patient No. _____	YOU AGREE TO MAKE PAYMENTS TO:					
<b>Account Holder / Debtor (Patient):</b> Guarantor Name Address City, State, Postal Code County Telephone Number		<b>CREDITCARE SYSTEMS, LLC.</b> P.O. Box 771358 Houston, TX 77215-1358 Telephone Number: 713-782-5630					
Check All Appropriate Code(s): <input type="checkbox"/> MC <input type="checkbox"/> CAID <input type="checkbox"/> COMM <input type="checkbox"/> OP <input type="checkbox"/> IP <input type="checkbox"/> ER <input type="checkbox"/>							

In consideration of the mutual promises and covenants contained in this Finance Agreement ("Agreement"), the Parties agrees as follows:

Term of Finance Agreement	Amount Financed	Annual Percentage Rate (APR)	Monthly Payment Amount	Total of Payments	Total Interest	Total Principal & Interest
Du20512	Du20519	Du20520	Du20515	Du20516	Du20517	Du20518

**1. Parties.**

The Parties to this Agreement are CreditCare® Systems, LLC., a Texas Corporation, (hereinafter referred to as "CreditCare®"), whose address is located at 3500 South Gessner Road, Houston, Texas 77063, and \_\_\_\_\_, an individual or Responsible Party (hereinafter referred to as "Account Holder"), who resides at \_\_\_\_\_, and is/was a patient or person or persons responsible for paying the debt (amount / balance) being financed by and for services at \_\_\_\_\_ (hereinafter referred to as "Facility"). For purposes of this Agreement, a "Responsible Party" is defined as someone other than the patient at Facility who is responsible for paying the Debt (Account / Balance), (hereinafter referred to as "Indebtedness") pertaining to this Agreement.

**2. Relationship.**

Facility, through CreditCare® Systems, is financing your portion of Debt owed to Facility not covered by insurance. The terms that read "I, me, he, she, you, your, Account Holder, and Debtor" all refer to the individual signing this Finance Agreement. In order to extend the term of payment for services you received or are financing, you represent that you are at least eighteen (18) years of age and a U.S. Citizen or Permanent Resident Alien.

**3. Promise to Pay.**

Account Holder, through his or her signature below, promises to pay to CreditCare the amount financed ("Indebtedness") specified in Paragraph 4 and as referred to in the disclosure above, for the treatment, medication, and services received from Facility in accordance with the terms of this Agreement.

**4. Amount of Debt Financed and Place of Payment.**

Account Holder agrees to pay in lawful money of the United States of America to the order of CreditCare(R) Systems, LLC. at the address given above or such other place as designated in writing by CreditCare, the Principal sum of \$ \_\_\_\_\_ and \_\_\_\_\_/100 Dollars (\$ \_\_\_\_\_) ("Indebtedness"), together with Interest beginning thirty (30) days from the date hereof on the unpaid Principal balance at the rate set forth below.

**5. Principal Amount is an Estimate.** \_\_\_\_\_ (Account Holder Initial)

The Principal amount to be financed ("Indebtedness") by Account Holder under Clause 4 above, may be only an estimate. I understand that at the time of Registration, Admission, or Discharge, final charges due by me are not available. I understand that if I have assigned insurance to cover a percentage of my bill to Facility, that the amount I am financing could be more or less, depending upon the actual amount paid on my account by my insurance carrier. CreditCare will adjust the amount financed to reflect any amount owed by me thereafter. I understand the amount I am financing as disclosed above may change for the reasons stated.

The amount of Indebtedness I am financing may increase or decrease after my final charges are available for billing and/or after my insurance (if applicable) has paid and been applied to my account by the Facility and the Facility has notified CreditCare of such payment. I understand that CreditCare will increase or decrease the amount of my Indebtedness based upon the amount I owe after any such increase or decrease as described above. Upon receipt of a written request from me requesting verification of the final statement of account or a written request of verification to Facility to supply the Protected Health Information ("PHI") by CreditCare, CreditCare will provide a final statement of account to you at the address provided in this Agreement reflecting all adjustments made by Facility. If I change my address at any time during the term of this Agreement, I will provide in writing a Change of Address Notification to CreditCare at the address provided for in this Agreement. The final statement of account will be a part of this Agreement and will replace the Principal sum in paragraph 4 as the Indebtedness owed by me. The statement will be mailed to my address as listed on this Agreement or the changed address I have given through proper notification of such change of address to CreditCare.

**6. Interest and Payment Calculations.** \_\_\_\_\_ (Account Holder Initial)

Interest shall accrue on the unpaid Principal balance at a rate beginning thirty (30) days from the date hereof to the Maturity Date at \_\_\_\_\_ Percent (\_\_\_\_\_ %) per annum. The Periodic Rate is \_\_\_\_\_ %. Interest will be charged beginning thirty (30) days from the Signature Date on this Agreement until the maturity date at the rate of 10.9% per annum. CreditCare will apply each payment first to the earned part of the finance charge, fees, and then to the unpaid Principal balance of the amount financed. We figure the finance charge

# CREDITCARE<sup>®</sup> SYSTEMS, LLC

by applying the Periodic Rate to the "Average Daily Balance". We add any final charges per Clause (5). We subtract any payments and/or credits (after any unpaid finance charges are paid) and this gives us the daily balance. Then we add all the daily balances for the billing cycle and divide by the total number of days in the billing cycle to determine the Average Daily Balance. We figure the Finance Charge on your account by multiplying the Average Daily Balance by the monthly Periodic Rate of Finance Charge. The Monthly Periodic Rate is 1/12 of the Annual Percentage Rate.

**7. Returned Check Fees / Optional Credit Card Service Fee** \_\_\_\_\_ (Account Holder Initial)

Any checks returned to CreditCare for reason of insufficient funds and/or an incorrect or non-current address, will be charged a Twenty Dollar and no/100 (\$20.00) returned check fee. If I charge a payment on this Indebtedness to a credit card, I will be charged a fee equal to 3.25% of the amount charged.

**8. Payments and Terms** \_\_\_\_\_ (Account Holder Initial)

Principal and Interest shall be due and payable as follows:

- (a) Payment of all Interest will accrue beginning thirty (30) days after the Signature Date (the date you signed this Agreement) on the unpaid daily balance, including the last day of the monthly billing period on which each payment is due.
- (b) Your monthly payment (subject to change in accordance with the terms under Clause 5 above) including Interest is \$ \_\_\_\_\_. Each payment shall be due and payable beginning thirty (30) days from the date (Signature Date) of this Agreement or by the "due date" monthly. Each subsequent monthly payment will become due the following month and continuing thereafter on a continuous basis through the \_\_\_\_ day of \_\_\_\_ 20 \_\_\_\_ (Maturity Date).
- (c) All payments on account of the Indebtedness evidenced by this Finance Agreement shall be first applied to Interest earned, and then other fees (if any) and then to Principal. Interest shall be computed on the basis of a 365 day year, except that Interest for a portion of a month (such as may be required under paragraph 8 (a) above) shall be computed on the basis of a 366 day year during leap year. The APR may vary depending on the amount financed and/or early pay-off.

**9. Early Payoff** \_\_\_\_\_ (Account Holder Initial)

Account Holder may pay the entire account balance off at any time. Upon such occurrence, and after thirty (30) days from the Signature Date, the Account Holder will pay a minimum finance charge of the Interest paid as of the date of such pay-off or a service fee of \$37.00, whichever is greater. You, the Account Holder, should call CreditCare for a pay-off amount should you decide to pay off the account balance earlier than the scheduled pay off date outlined herein.

**10. Default**

- (a) The occurrence of any one or more of the following shall constitute an event of default under this Agreement:

(i) Failure to make any payment of Principal and/or Interest, fees and/or applicable charges when due as provided herein, followed by the failure to make such payment within ten (10) days after written notice thereof given to Account Holder by CreditCare; provided, however, that CreditCare shall not be obligated to give Account Holder written notice prior to exercising its remedies with respect to such default if CreditCare had twice previously given Account Holder notice of default during that calendar year a notice of default for failure to make a payment of principal or Interest hereon.

- (b) Time is of the essence. If an event of default occurs under this Agreement:

(i) The entire principal balance hereof together with all accrued Interest, unpaid late fees and other additional charges and fees under this Agreement, shall, at the option of CreditCare, without notice, bear Interest at a rate from time to time equal to five (5) percentage points over what would otherwise be the Indebtedness Rate (or the maximum rate permitted by applicable law if such rate might be less) from the date of the event of default until such event of default is cured; and

(ii) the entire Principal balance hereof and all accrued Interest shall immediately become due and payable at the option of CreditCare, without notice. Account Holder's failure to exercise any option hereunder shall not constitute a waiver of the right to exercise the same for any subsequent event of default.

**11. Late Charges**

If payment is not made timely as to the terms of this Agreement, a late fee will be imposed for any payment received after the due date of any month. For purposes of this Agreement, the amount of the late fee will be Ten and no/100 Dollars (\$10.00).

Account Holder acknowledges that, if any payment under this Agreement is not made by the due date, CreditCare will, as a result thereof incur costs not contemplated by this Agreement, the exact amount of which would be extremely difficult or impracticable to ascertain. Such costs include, without limitation, additional processing, accounting, and handling charges. Accordingly, Account Holder hereby agrees to pay CreditCare with respect to each scheduled payment which is not received by CreditCare by the due date under this Agreement a late charge in the amount of Ten and No/100 Dollars (\$10.00). Account Holder and CreditCare agree that such late charge represents a fair and reasonable estimate of the costs CreditCare will incur by reason of such late payment. Acceptance of such late charge by CreditCare shall in no event constitute a waiver of the default with respect to the overdue amount, and shall not prevent CreditCare from exercising any of the other rights and remedies available to CreditCare.

**12. Collection Costs & Attorney's Fees** \_\_\_\_\_ (Account Holder Initial)

In the event default occurs under this Agreement and CreditCare places your account with a collection agency, you will pay a collection fee equal to thirty percent (30%) of your account balance. This collection fee will be payable by you upon such notice from CreditCare that your account, if not paid, will be placed for collection. Your failure to pay your account balance or make acceptable arrangements to bring the account current upon such notice or within ten (10) days thereof will result in an obligation by you to pay the thirty percent (30%) collection fee, together with the balance of your account. In the event you refuse to pay the collection agency and/or an attorney is retained for enforcement of the legal rights under this Agreement and/or suit is brought to enforce payment under this Agreement, the Account Holder promises to pay attorney fees equal to forty percent (40%) of the account balance. Upon such notice by CreditCare or a collection agency retained by CreditCare that your account will be referred to an attorney or upon such notice from an attorney that the attorney has been retained to enforce collection of your account, a legal fee of forty percent (40%) of the account balance shall become due from you. You agree to pay the collection fees and/or the attorney's fees resulting from an event of default by you except that you will only be charged a collection fee or an attorney's fee, as applicable.

**13. Interest and Late Fees**

Interest, fees and additional charges collected or to be collected in connection with the Indebtedness evidenced hereby shall not exceed the maximum, if any, permitted by applicable law. If any such law is interpreted so that said Interest, fees and/or charges would exceed any such maximum, Account Holder is entitled to the benefit of such law.



Such Interest, fees and/or additional charges shall be reduced by the amount necessary to reduce the same to the permitted maximum. Any sums already collected from the Account Holder which exceeded a permitted maximum will be refunded. CreditCare may choose to make the refund either by treating the payments to the extent of the excess, as prepayments of principal or by making a direct payment to the Account Holder. No prepayment premium shall be assessed on prepayments under this paragraph. The provisions of this paragraph shall control over any inconsistent provision of this Agreement or any other document executed in connection with the Indebtedness evidenced hereby.

**14. Governing Law.**

This Agreement shall be construed, enforced and otherwise governed by the laws of the State of Texas. Venue shall be a court of competent jurisdiction in Houston, Harris County, Texas.

**15. Use and Disclosure of Protected Health Information ("PHI").**

Account Holder and CreditCare agree that in order for CreditCare to perform its duties under this Agreement, it will be necessary for CreditCare to use and disclose Protected Health Information ("PHI"), as such term is defined at 45 CFR Sec. 164.501 and other related statutes. Account Holder and CreditCare agree that CreditCare may use or disclose PHI for any use or disclosure that is required or permitted by law and authorized by the Covered Entity and that CreditCare may use and disclose PHI in order to carry out any and all Clauses under this Agreement. CreditCare and Account Holder agree that CreditCare will only disclose the minimum amount of PHI necessary for CreditCare to perform its duties under this Agreement. The following information is the minimum necessary in order for CreditCare to perform its duties under this Agreement:

- (a) Name and Address of Account Holder and/or Responsible Party and all related patient demographic information;
- (b) Date of Birth of patient (and Account Holder if not the same);
- (c) Social Security Number of Account Holder or Responsible Party;
- (d) Payment history pertaining to the Indebtedness;
- (e) Name and address of any healthcare provider and/or health plan pertaining to the Indebtedness;
- (f) Driver's License Number and Social Security Number of Account Holder or Responsible Party;
- (g) Insurance Information (if any);
- (h) Upon receipt of written verification from Account Holder or Responsible Party requesting verification of the final Indebtedness as well as a written request for verification to Facility providing for the supply of Protected Health Information ("PHI") to CreditCare, CreditCare will provide an itemization or such verification of the services obtained and the date(s) such service(s) were rendered to the Account Holder and which pertain to the Indebtedness referred to in this Agreement; and
- (i) Copy of Finance Agreement – Account Holder authorizes CreditCare to answer questions about his/her credit experience to credit reporting agencies and to report the status and paying habits of the Account Holder and/or to obtain credit reports and employment history.

**16. Indemnification.**

Account Holder agrees to indemnify and hold CreditCare and its officers, directors, employees, agents, successors, and assigns along with CreditCare's subsidiaries, affiliates, and divisions harmless from any claims, demands, suits, actions, liabilities, losses, costs, reasonable attorney's fees, expenses, judgments and/or damages to the extent such claims are based on the following:

- (a) personal injury to Account Holder through treatment and/or stay at Facility;
- (b) any and all claims made by Account Holder against Facility;
- (c) any claims made by third-parties, successors in interest, responsible parties, estates, trusts, or survival interest arising out of any claim pertaining to Account Holder's treatment and/or stay at Facility;
- (d) any complaints arising out of your wrongful acts or omissions in connection with this Agreement and/or any malice, negligence or gross negligence on the part of Facility.

**17. Notices.**

Account Holder agrees that he/she will send any notice that is required by this Agreement in writing to the address specified in this Agreement. CreditCare agrees that they will send any notice that is required by this Agreement to Account Holder's address as specified in this Agreement or if Account Holder has moved, to the address Account Holder notified CreditCare as the most current address for Account Holder.

**18. Severability.**

In the event that any term in this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not effect any other portions of this Agreement. CreditCare and Account Holder hereby expressly declare their intent that this Agreement be construed in such a fashion as to maintain its existence, validity, and enforceability to the greatest extent possible.

**19. Billing Dispute.**

In the event that Account Holder disputes bill and/or statement received from CreditCare, Account Holder must dispute the bill in writing to CreditCare within sixty (60) days of receipt of the bill. CreditCare will respond to Account Holder's dispute within thirty (30) days unless the dispute has already been resolved. CreditCare will conduct a reasonable investigation regarding the dispute and provide a written response to Account Holder with an explanation regarding charges within sixty (60) days of receipt of initial dispute from Account Holder.

**20. Report to Credit Agencies or Bureaus.**

In the event of default and/or breach of this Agreement by Account Holder, CreditCare reserves the right to report the payment habits and the status of Account Holder's Indebtedness to credit reporting agencies. CreditCare will not report personal or confidential information pertaining to Account Holder's Indebtedness in accordance with applicable credit reporting and privacy laws. CreditCare may report the payment habits and current status,



default, and/or breach of this Agreement to a Credit Reporting Agency. However, any dispute Account Holder may have regarding services received by Patient from Facility is between the Account Holder and Facility. CreditCare is under no obligation to modify the balance owed by Account Holder due to a service dispute without written authorization by the Facility instructing CreditCare to adjust the balance due by Account Holder. Account Holder agrees to contact Facility regarding any dispute of services or pricing of services for resolution.

**THIS AGREEMENT** contains the entire understanding between the Parties and any waiver, amendment or modification to this Agreement will be subject to the conditions provided for herein and must be attached hereto. By setting forth my signature below, I warrant that I have complete authority to enter into this Agreement and have received a copy of same.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement as of the date first set forth hereon.

SIGNED and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Authorized Agent: \_\_\_\_\_

Account Holder's Printed Name: \_\_\_\_\_ Printed Agent's Name: \_\_\_\_\_

Account Holder's Signature: \_\_\_\_\_ Facility Name: \_\_\_\_\_

Date of Account Holder's Signature: \_\_\_\_\_ Facility Address: \_\_\_\_\_

City: \_\_\_\_\_ St: \_\_\_\_\_ Postal Code: \_\_\_\_\_

A facsimile copy of this Agreement will constitute an original, thereby making all conditions provided for herein valid and true.

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CreditCare® is a Registered Service Mark of CreditCare® Systems.

**THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY**

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BACK SIDE OF INITIAL STATEMENT

Term of Finance Agreement	Amount Financed	Annual Percentage Rate (APR)	Monthly Payment Amount	Total of Payments	Total Interest	Total Principal & Interest

## INFORMATION ABOUT YOUR ACCOUNT

### INFORMATION ABOUT PAYMENTS

Payments must be made by check or money order payable in U.S. Dollars and drawn on a U.S. Institution. Payments received are posted daily between the hours of 8:30 a.m. and 5:30 p.m. Central Standard Time (CST), Monday through Friday, except holidays. Payments received before 12:00 noon CST at the Payment Processing address will be credited to your account the day received. Payments received after 12:00 noon CST daily will be credited the following business day. We are not responsible

for payments not posted by the due date when payments are not received on time or at the correct address. Delays in timely posting may be caused by the following: 1) payments not received at the payment processing address listed on the reverse side; 2) payments received without the payment remittance coupon portion of this statement; and 3) payments not made as described above. We will not be responsible for cash. Do not mail cash.

### AVERAGE DAILY BALANCE (ADB) / PERIODIC RATE

The balance of the account outstanding through the Period Ending date is reviewed when determining the Average Daily Balance. We review the payment history during the period and determine the daily balances for each day of the statement cycle (Days in Billing Cycle). We then add each daily balance and divide by the total number of days to determine the Average Daily Balance on your Account. The Finance Charge on your Account is calculated by applying the Periodic Rate to your Average Daily Balance. Payments and/or credits

subtracted (after any unpaid Finance Charges are paid) and this provides the Daily Balance. Then, all Daily Balances for the Billing Cycle are added and divided by the total number of days in the Billing Cycle to determine the Average Daily Balance (ADB). The Finance Charge on your Account is determined by multiplying the ADB by the monthly Periodic Rate of Finance Charge. The monthly Periodic Rate is 1/12<sup>th</sup> of the Annual Percentage Rate (APR).

### SERVICE DISPUTE

If you have a dispute concerning the services and any resulting charges for services you received and are paying for on this Account, you must contact the Facility where you received the services. CreditCare is not authorized to adjust the charges you financed without written authorization from Facility Management where services were rendered. You are required to continue making your monthly scheduled payments on your

Account. Upon receipt of written instructions from the Facility for any amount to be credited to your Account resulting from Facility's investigation of your claim, a credit will be made. Any reduction in the Principal Indebtedness may reduce the number of payments and shorten the term of your Agreement creating early pay-off. In the event of early pay-off, all other terms and conditions apply.

### BILLING ERRORS

If you have a question about this statement or the amount billed, or you wish more information about a transaction on your statement, write the Payment Processing Center, Attention Customer Service, P.O. Box 117358, Houston, Texas 77215-1358 as soon as possible. Describe the reason, amount, dates involved, and provide any proof of payment or documentation that will assist us in reviewing your request. You must provide your home and work telephone numbers and provide your account number, dollar amount of the suspected error, and a signature of the person or authorized Account Holder. We must hear from you no later than 60 days after we sent you the first bill / statement on which the error appeared. You can telephone us, but by doing so, you will not protect your rights.

CreditCare is not authorized to adjust the charges you financed without written authorization from Facility Management where services were rendered. You are required to continue making monthly scheduled payments on your Account.

If you have a dispute concerning the services and any resulting charges for services you received and are paying for on this Account, please see the "Service Dispute" Section above and follow those instructions. Upon receipt of written instructions from the Facility for any amount to be credited to your Account resulting from Facility's investigation of your claim, a credit will be made.

### FINANCE TERMS

#### PRLLC.IPAL AMOUNT IS AN ESTIMATE

The Principal amount to be financed ("Indebtedness") by Account Holder under Clause (4) of the Finance Agreement may only be an estimate. I understand that at the time of Registration, Admission, or Discharge, final charges due by me are not available. I understand that if I have assigned insurance to cover a percentage of my bill to the Facility, the

amount I am financing could be more or less, depending upon the actual amount paid on my Account by insurance carrier. CreditCare will adjust the amount financed to reflect any amount owed by me thereafter. I understand the amount I am financing as disclosed on the front of this Statement may change for the reasons stated.

#### INTEREST AND PAYMENT CALCULATION

Interest shall accrue on the unpaid Principal balance at a rate beginning 30 days from the Signature Date on the Finance Agreement to the Maturity Date on the Finance Agreement at

10.9% per annum. The Periodic Rate is .9083%. CreditCare will apply each payment first to the earned part of the Finance Charges, Fees, and then to the unpaid Principal balance of the

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amount financed. We figure the Finance Charge by applying the Periodic Rate to the "Average Daily Balance". Any final charges, per Clause (5) of the Finance Agreement, are added. CreditCare subtracts any payments and/or credits (after unpaid finance charges are paid) and this provides the Daily Balance. Then all daily balances are added for the Billing Cycle and

divided by the total number of days in the Billing Cycle to determine the Average Daily Balance. We figure the Finance Charge on your Account by multiplying the Average Daily Balance by the monthly Periodic Rate of Finance Charge. The Monthly Periodic Rate is 1/12<sup>th</sup> of the Annual Percentage Rate (APR).

## RETURNED CHECK FEES/OPTIONAL CREDIT CARD SERVICE FEE

Any checks returned to CreditCare for reason of insufficient funds and/or an incorrect address, will be charged a Twenty Dollar (\$20.00) returned check fee. If a payment for this

Indebtedness is charged to a credit card, it will be charged a fee equal to 3.25% of the amount charged.

## PAYMENTS AND TERMS

Principal and Interest shall be due and payable as follows: (a) Payment of all Interest will accrue beginning 30 days after the Signature Date (the date you signed the Finance Agreement) on the unpaid daily balance, including the last day of the monthly billing period on which each payment is made; (b) The monthly payment is subject to change in accordance with Clause (5) of the Finance Agreement; Each payment shall be due and payable beginning 30 days from the Signature Date of the Finance Agreement or by the "due date" monthly; Each

subsequent monthly payment will become due the following month and due thereafter on a continuous basis through the Maturity Date; and (c) All payments on Accounts of Indebtedness evidenced by the Finance Agreement shall be first applied to Interest earned, and then other fees (if any) and then to Principal. Interest shall be computed on the basis of a 365 day year, except that interest for a portion of a month (such as may be required under (a) above, shall be computed on the basis of a 366-day year during leap year.

## EARLY PAY-OFF

The entire Account Balance may be paid off at any time. Upon such occurrence, and after 30 days from the Signature Date on the Finance Agreement, the Account Holder will pay a minimum finance charge of the interest paid as of the date of such pay-off or a service fee of \$37.00, whichever is greater. The Account Holder is responsible for contacting the CreditCare office for a pay-off amount, should you decide to pay off the Account balance earlier than the scheduled pay-off date outlined herein and on the Finance Agreement.



**CHANGE OF ADDRESS FORM:** Please print changes of address and/or telephone number below:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Home Phone: (\_\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_\_) \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Signature: \_\_\_\_\_

**SAMPLE OF A CURRENT ACCOUNT'S STATEMENT (UNPOPULATED)**